

**No purchase necessary to enter or win.** Product purchase will not increase chances of winning a prize.

Sponsored by: Indiana Office of Tourism Development ("Sponsor") One North Capitol Avenue, Suite 600, Indianapolis, IN, 46204.

Promoted by: Indiana Office of Tourism Development ("Promoter"), One North Capitol Avenue, Suite 600, Indianapolis, IN 46204

#### 1. ELIGIBILITY

The Honest to Goodness Getaway contest (the "Sweepstakes" or "Promotion") is offered and open to individuals at least 18 years of age at time of entry. Employees of the Indiana Office of Tourism Development ("Promoter" or "Sponsor"), their advertising and promotion agencies, and the immediate family or members of the households of such employees are not eligible. By entering, you agree to these Official Rules and the decisions of the Sponsor and Promoter, which are final and binding in all respects.

Void where prohibited.

# 2. PROMOTIONAL PERIOD

Promotional period begins on March 3, 2014 and ends on March 30, 2014. Winners will be determined and announced on or before April 1, 2014.

# 3. PRIZE/ODDS

Three (3) Grand Prizes will be awarded at the end of the Promotional Period. Each Grand Prize winner will receive one (1) package consisting of either: Prize 1 - The Amish Acres Plain & Fancy Getaway that includes one (1) night at the Inn at Amish Acres, Tours of the house and farm, dinner at Threshers and performance at The Round Barn Theatre. The Amish Acres prize valid until November 30, 2014. Prize 2 – Overnight at French Lick Resort West Baden Hotel and round of golf for two (2) at the Donald Ross course. The French Lick Resort package valid until March 1, 2015. Prize 3 – Overnight at Hampton Inn Downtown Indpls, including hot breakfast buffet, and 2 adult and 2 child tickets to the Children's Museum of Indianapolis

Odds of winning dependent upon number of eligible entries received. No assignment, transfer or substitution of prize is permitted. All prize values are expressed in U.S. Dollars.

# 4. ENTRY

Entries received by online submission or mail-in method will be accepted.

Online Submission Method: Submission must include full name, email address, complete home address with zip code, and home telephone number with area code. Mail-in Method: must include full name, complete home address with zip code, home telephone number with area code, email address (if available). Mail in a first-class stamped, #10 envelope to: The Honest to Goodness Getaway Sweepstakes, 1 N. Capitol Ave., Ste. 600, Indianapolis, IN 46204. Entry must be postmarked during Sweepstakes period and received by 5 p.m. March 30, 2014. ALL OTHER MAIL-IN ENTRIES ARE VOID.

Entrants may only enter one time per promotion sponsored by the Promoter. -Any entrant who attempts to participate with multiple identities or uses any device or artifice to obtain more than the maximum number of entries may be disqualified. All complete entries will be entered into the Grand Prize drawing.

# **6. GENERAL CONDITIONS**

Winner must complete, execute, and return a prize eligibly form within seven days of prize notification. Sponsor will not be responsible for any taxes levied on Winner as a result of this Sweepstakes. Sponsor will provide Winner with 1099 documents where applicable.

Failure to return documents, or if prize notification or prize is returned as non-deliverable, or if winner is found not to be in compliance with Official Rules or otherwise ineligible, may result in disqualification with an alternate winner selected.

Winner grants to Sponsor, and those acting pursuant to its direction or control, (and agree to confirm such grant in writing upon request), the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the online, at any time or times, the winner's name, portrait, picture, voice, likeness, and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration and without notification, review or approval.

Participants release and agree to hold harmless Sponsor, Promoter, the State of Indiana, its agents, officials, and employees, Sponsor's advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability, claims and suits (including court costs, attorney's fees, and other expenses) for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Grand Prize, participation in this Sweepstakes, or participation in any Sweepstakes-related activity.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified.

If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes and re-award the Grand Prize to eligible non-suspect entries received as of the termination date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at <u>VisitIndiana.com</u>.

ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM THOSE RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

# 7. LIMITATIONS OF LIABILITY

Sponsor is not responsible for late, lost, illegible, misdirected, stolen, undelivered, separated, or postage due entries or mail, and Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to its web sites. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the internet or at any Web site, or any combination thereof.

IN NO EVENT WILL SPONSOR, PROMOTER, THE STATE OF INDIANA, ITS AGENTS, OFFICIALS, AND EMPLOYEES, SPONSOR'S ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS PROMOTION, ACCESS TO AND USE

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# 8. ARBITRATION AND DISPUTES

As a condition of participating in this Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Indiana, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of Indianapolis, County of Marion.

# 9. WINNERS LIST AND OFFICIAL RULES

Winners List: Viewed at <u>VisitIndiana.com</u> as of April 1, 2014 or write to The Honest to Goodness Contest, Winners List, 1 N. Capitol Ave., Ste. 600, Indianapolis, IN 46204. Must be postmarked by April 1, 2014. for response. Enclose a self-addressed stamped envelope for return.

Official Rules: Viewed at <u>VisitIndiana.com</u> or write to The Honest to Goodness Getaway Contest, 1 N. Capitol Ave., Ste. 600, Indianapolis, IN 46204. Must be postmarked by March 31, 2014 for response. Enclose a self-addressed stamped envelope for return.